



PATENT

Docket No. 310.00340101

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s): AREPALLY et al. ) Group Art Unit: 1641  
 )  
 Serial No.: 09/615,872 ) Examiner: Grun  
 Confirmation No.: 4363 )  
 )  
 Filed: 24 July 2000 )  
 )

For: COMPOSITIONS AND METHODS USEFUL FOR THE DIAGNOSIS AND  
 TREATMENT OF HEPARIN INDUCED THROMBOCYTOPENIA/THROMBOSIS

**FACSIMILE TRANSMISSION TO THE PTO 746**

MAIL STOP ISSUE FEE  
 Commissioner for Patents  
 P.O. Box 1450  
 Alexandria, VA 22313-1450

FAX NUMBER: (703) 400-4000  
 Total Pages (including cover page): 13  
 Time: 1:15pm (Central Time)  
 (Transmission must be complete by  
 midnight eastern time.)

The following papers are being transmitted to the Patent and Trademark Office by facsimile transmission: Election Under 37 C.F.R. §3.71, Revocation, Power of Attorney, and Certificate Under §3.73(b) (12 pages total including (Assignment of Gowthami M. AREPALLY and Walter KISIEL to University of New Mexico (4 pgs), Assignment of Shintaro KAMEI to University of New Mexico (2 pgs), Assignment of Keiko KAMEI to University of New Mexico (2 pgs) and Assignment of University of New Mexico to Science & Technology Corporation @ UNM (2 pgs))

☒ Small Entity Status is entitled to be asserted in the above-identified application.

Please consider this a PETITION FOR EXTENSION OF TIME for a sufficient number of months to enter these papers and please charge any additional fees or credit overpayment to Deposit Account No. 13-4895.

Mueting, Raasch & Gebhardt, P.A.  
 Customer Number: 26813

May 12, 2005  
 Date

By: Victoria A. Sandberg  
 Victoria A. Sandberg  
 Reg. No. 41,287  
 Direct Dial (612)305-1226

**CERTIFICATE UNDER 37 C.F.R. §1.8:** The undersigned hereby certifies that this Facsimile Cover Sheet and the paper(s), as described hereinabove, are being transmitted by facsimile in accordance with 37 CFR §1.6(d) to the Patent and Trademark Office addressed to the MAIL STOP ISSUE FEE, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on this 12 day of May, 2005, at 1:15pm (Central Time).

12 May 2005  
 Date

Signature: Jacquelyn K. Torborg  
 Name: JACQUELYN K. TORBORG

If you do not receive all pages, please contact us at (612)305-1220 (ph) or (612)305-1228 (fax).

PATENT  
Docket No. 310.00340101IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s): Arepally et al. ) Group Art Unit: 1641

Serial No.: 09/615,872 )

Confirmation No.: 4363 )

Examiner: Grun

Filed: 13 July 2000 )

For: COMPOSITION AND METHODS USEFUL FOR THE DIAGNOSIS AND  
TREATMENT OF HEPARIN INDUCED THROMBOCYTOPENIA/THROMBOSISELECTION UNDER 37 C.F.R. §3.71, REVOCATION,  
POWER OF ATTORNEY, AND CERTIFICATE UNDER §3.73(b)MAIL STOP ISSUE FEE  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

The Assignee Science & Technology Corporation @ UNM of the entire interest in the above-identified application hereby elects, under 37 C.F.R. §3.71, to prosecute the application to the exclusion of the inventors.

The Assignee hereby revokes any previous Powers of Attorney and appoints those registered patent attorneys and registered patent agents associated with Customer Number 26813 as its attorney or agent (with full powers of appointment, substitution, and revocation) to prosecute the application, and any division, continuation, continuation-in-part, reexamination, or reissue thereof, to make alterations and amendments therein, and to transact all business in the Patent and Trademark Office in connection therewith, and to receive any Letters Patent.

Please send correspondence to the following address:  
Attention: Victoria A. Sandberg  
Mueiting, Raasch & Gebhardt, P.A.  
P.O. Box 581415

Minneapolis, MN 55458-1415  
Customer Number 26,813

Election Under 37 C.F.R. §§3.71, Revocation, Power of Attorney and Certificate under §3.73(b) Page 2 of 2  
Serial No.: 09/615,872  
Confirmation No.: 4363  
Filed: 13 July 2000  
Title: COMPOSITION AND METHODS USEFUL FOR THE DIAGNOSIS AND TREATMENT OF HEPARIN  
INDUCED THROMBOCYTOPENIA/THROMBOSIS

Statement under 37 C.F.R. §3.73(b)

SCIENCE & TECHNOLOGY CORPORATION @ UNM states that it is the assignee of the entire right, title and interest in the above-identified patent application by virtue of a chain of title from the inventor(s) of the above-identified patent application to the current assignee, as follows:

1. From Walter Kisiel to University of New Mexico, dated 30 June 1999;  
From Gowthami M. Arepally to University of New Mexico, dated 30 June 1999;  
From Shintaro Kamei to University of New Mexico, dated 30 July 1999;  
and  
From Keiko Kamei to University of New Mexico, dated 1 September 1999.
2. From University of New Mexico to SCIENCE & TECHNOLOGY CORPORATION @ UNM, dated 7 July 2000.

Copies of assignments or other documents in the chain of title are attached. The assignment(s) or other documents have been or are concurrently being recorded with the U.S. Patent and Trademark Office.

The undersigned (whose title is supplied below) is empowered to sign this document on behalf of the Assignee.

ASSIGNEE:

SCIENCE & TECHNOLOGY CORPORATION @ UNM

5/10/05  
Date

Elizabeth J. Kuutti  
Signature

Elizabeth J. Kuutti  
Typed or Printed Name

President & CEO  
Title

## ASSIGNMENT

JOINT ASSIGNMENT from Gowthami M. Arepally and Walter Kisiel, whose addresses are set forth on the signature page hereof (the "Inventors"), to the University of New Mexico, an educational institution of the State of New Mexico, whose address is c/o Patent Administration Office, Hokona Hall, Zuni Wing, Rm. 357, Albuquerque, New Mexico 87131 (the "University").

WHEREAS, the Inventors, who were at all pertinent times employees of the University, have made a certain invention entitled *A Murine Monoclonal Antibody (KKO) to Platelet Factor 4 and Heparin That is Complex Specific and Mimics Antibodies from Patients with Heparin-Induced Thrombocytopenia* for which the University (or its designee) may, at its discretion, in the future seek patent protection in the United States and foreign countries;

WHEREAS, the University (or its designee) will conduct a market analysis of the commercial potential of the above referenced invention and based on the outcome of the said market analysis, may seek patent protection for the above referenced invention at the University's or its designee's expense;

WHEREAS, the University is legally entitled to and in consideration of the marketing efforts and possible payment of patent costs desires to obtain a formal assignment from the Inventors of their entire right, title, and interest in and to the above invention and related intellectual property rights as described below as well as to all patents, patent applications, divisions, reissues, continuations, continuing patent applications, substitutions, renewals, extensions thereof, and all improvements hereafter made or invented by Inventors at any time during their respective employment by the University and including the right to bring lawsuits for past infringement of any patents that may be issued thereon, in the United States and all foreign countries;

NOW, THEREFORE, the Inventors do hereby sell, assign, and transfer unto the University all their right, title, and interest in and to: (a) the above invention, (b) any technical information, know-how, trade secret, process, procedure, composition, device, method, formula, protocol, technique, software, design, drawing or data related to the above invention which is not covered by any subsequently filed patent application but which is necessary at any time for practicing the above invention, (c) any and all patents, patent applications, divisions, reissues, continuations, continuations-in-part, continuing patent applications, substitutions, renewals, extensions issuing on the above invention, (d) all improvements hereafter made or invented by each of Inventors at any time during his/her respective employment by University with respect to invention (all of the foregoing, (a), (b), (c), and (d) being collectively referred to hereafter as "Invention"), and (e) the right to bring lawsuits for past infringement of Invention, in the United States and in any and all foreign countries.

The parties further acknowledge and agree that all royalties received by the University, or its designee, resulting from commercialization of the Invention, after deduction for certain expenses in accordance with the University's policies, shall be divided in accordance with the University's policies and practices forty percent (40%) to the Inventors, forty percent (40%) to the Science & Technology Corporation @ UNM, and twenty percent (20%) to the University to be disbursed in accordance with the University's policies.

Further, the Inventors agree that they will communicate to the University any facts known to them respecting said Invention, will testify in any legal proceedings, will sign all lawful papers, will execute all assignment documents, will cause any and all of said patent(s) to be issued to the University, and generally will do everything necessary or

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successors, assigns, employees, directors, attorneys, and those in active concert and/or participating with them to obtain and enforce proper protection in regard to the Invention in the United States and in all foreign countries.

The Inventors hereby authorize and request the Patent Office officials to issue all patent(s), when granted, to the University for the use and enjoyment of the University, its officers, agents, employees, directors, attorneys, successors, assigns and those in active concert and/or participating with them.

The Inventors represent and agree that no assignment, sale agreement or encumbrance has been or will be made or entered into by them which would conflict with this assignment.

The undersigned Inventors hereby acknowledge by their respective signatures hereto that they have read the foregoing and understand its content and that they each have had the opportunity to consult legal counsel of their choosing concerning their rights and obligations hereunder prior to their signatures hereto.

Date

Assignor:

Gowthami M. Arepally

Address:

709 Carlisle Blvd. SE  
Albuquerque, NM 87106

Date

Assignor:

Walter Kisiel

Address:

3420 La Sala Del Este NE  
Albuquerque, NM 87111

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

ss.

The foregoing instrument was subscribed and acknowledged before me, this

30th day of June, 1999 by Walter Kisiel

Mary C Archuleta  
Notary Public

My Commission Expires:

Seal:

4/12/02

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## ASSIGNMENT

J 2 1993

JOINT ASSIGNMENT from Gowthami M. Arepally and Walter Kisiel, whose addresses are set forth on the signature page hereof (the "Inventors"), to the University of New Mexico, an educational institution of the State of New Mexico, whose address is c/o Patent Administration Office, Hokona Hall, Zuni Wing, Rm. 357, Albuquerque, New Mexico 87131 (the "University").

WHEREAS, the Inventors, who were at all pertinent times employees of the University, have made a certain invention entitled *A Murine Monoclonal Antibody (KKO) to Platelet Factor 4 and Heparin That is Complex Specific and Mimics Antibodies from Patients with Heparin-Induced Thrombocytopenia* for which the University (or its designee) may, at its discretion, in the future seek patent protection in the United States and foreign countries;

WHEREAS, the University (or its designee) will conduct a market analysis of the commercial potential of the above referenced invention and based on the outcome of the said market analysis, may seek patent protection for the above referenced invention at the University's or its designee's expense;

WHEREAS, the University is legally entitled to and in consideration of the marketing efforts and possible payment of patent costs desires to obtain a formal assignment from the Inventors of their entire right, title, and interest in and to the above invention and related intellectual property rights as described below as well as to all patents, patent applications, divisions, reissues, continuations, continuing patent applications, substitutions, renewals, extensions thereof, and all improvements hereafter made or invented by Inventors at any time during their respective employment by the University and including the right to bring lawsuits for past infringement of any patents that may be issued thereon, in the United States and all foreign countries;

NOW, THEREFORE, the Inventors do hereby sell, assign, and transfer unto the University all their right, title, and interest in and to: (a) the above invention, (b) any technical information, know-how, trade secret, process, procedure, composition, device, method, formula, protocol, technique, software, design, drawing or data related to the above invention which is not covered by any subsequently filed patent application but which is necessary at any time for practicing the above invention, (c) any and all patents, patent applications, divisions, reissues, continuations, continuations-in-part, continuing patent applications, substitutions, renewals, extensions issuing on the above invention, (d) all improvements hereafter made or invented by each of Inventors at any time during his/her respective employment by University with respect to invention (all of the foregoing, (a), (b), (c), and (d) being collectively referred to hereafter as "Invention"), and (e) the right to bring lawsuits for past infringement of Invention, in the United States and in any and all foreign countries.

The parties further acknowledge and agree that all royalties received by the University, or its designee, resulting from commercialization of the Invention, after deduction for certain expenses in accordance with the University's policies, shall be divided in accordance with the University's policies and practices forty percent (40%) to the Inventors, forty percent (40%) to the Science & Technology Corporation @ UNM, and twenty percent (20%) to the University to be disbursed in accordance with the University's policies.

Further, the Inventors agree that they will communicate to the University any facts known to them respecting said Invention, will testify in any legal proceedings, will sign all lawful papers, will execute all assignment documents, will cause any and all of said patent(s) to be issued to the University, and generally will do everything necessary or

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successors, assigns and those in active concert and/or participating with them to obtain and enforce proper protection in regard to the invention in the United States and in all foreign countries.

The Inventors hereby authorize and request the Patent Office officials to issue all patent(s), when granted, to the University for the use and enjoyment of the University, its officers, agents, employees, directors, attorneys, successors, assigns and those in active concert and/or participating with them.

The Inventors represent and agree that no assignment, sale agreement or encumbrance has been or will be made or entered into by them which would conflict with this assignment.

The undersigned Inventors hereby acknowledge by their respective signatures hereto that they have read the foregoing and understand its content and that they each have had the opportunity to consult legal counsel of their choosing concerning their rights and obligations hereunder prior to their signatures hereto.

Date 6/30/99  
 Assignor: Gowthami M. Arepally  
 Address: 709 Carlisle Blvd. SE  
Albuquerque, NM 87106

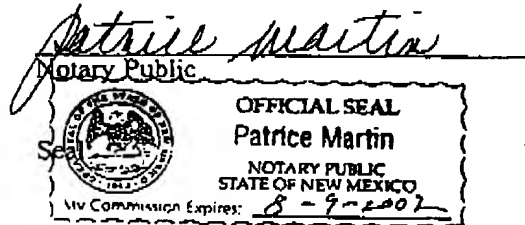
Date \_\_\_\_\_  
 Assignor: Walter Kiesel  
 Address: 3420 La Sala Del Este NE  
Albuquerque, NM 87111

STATE OF NEW MEXICO      }  
 COUNTY OF BERNALILLO    }      ss.

The foregoing instrument was subscribed and acknowledged before me, this  
30<sup>th</sup> day of June, 1999 by Gowthami M. Arepally

My Commission Expires:

8-9-2002



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## ASSIGNMENT

US Serial No. 60/143,536

SINGLE ASSIGNMENT from Shintaro Kamei, whose address is set forth on the signature page hereof (the "Inventor"), to the University of New Mexico, an educational institution of the State of New Mexico, whose address is c/o Patent Administration Office, Hokona Hall, Zuni Wing, Rm. 357, Albuquerque, New Mexico 87131 (the "University").

WHEREAS, the Inventor, who was at all pertinent times an employee of the University, has made with his co-inventors a certain invention entitled *Murine Monoclonal Antibody Mimicking HIT Antibodies* for which the University (or its designee) may, at its discretion, in the future seek patent protection in the United States and in other foreign countries;

WHEREAS, the University (or its designee) will conduct a market analysis of the commercial potential of the above referenced invention and based on the outcome of the said market analysis, may seek patent protection for the above referenced invention at the University's or its designee's expense;

WHEREAS, the University is legally entitled to and in consideration of the marketing efforts and possible payment of patent costs desires to obtain a formal assignment from the Inventor of his/her entire right, title, and interest in and to the above invention and related intellectual property rights as described below as well as to all patents, patent applications, divisions, reissues, continuations, substitutions, renewals, extensions thereof, and all improvements hereafter made or invented by Inventor at any time during his/her employment by University and including the right to bring lawsuits for past infringement of any patents that may be issued thereon, in the United States and all foreign countries;

NOW, THEREFORE, the Inventor does hereby sell, assign, and transfer unto the University all his/her right, title, and interest in and to: (a) the above invention, (b) any technical information, know-how, trade secret, process, procedure, composition, device, method, formula, protocol, technique, software, design, drawing or data related to the above invention which is not covered by any subsequently filed patent application but which is necessary at any time for practicing the above invention, (c) any and all patents, patent applications, divisions, reissues, continuations, continuations-in-part, substitutions, renewals, extensions issuing on the above invention, (d) all improvements hereafter made or invented by Inventor at any time during his/her employment by University with respect to the above referenced invention (all of the foregoing (a), (b), (c), and (d) being collectively referred to hereafter as "Invention"), and (e) the right to bring lawsuits for past infringement of Invention, in the United States and in any and all foreign countries.

The parties further acknowledge and agree that all royalties received by the University, or its designee, resulting from commercialization of the Invention, after deduction for certain expenses in accordance with the University's policies, shall be divided in accordance with the University's policies and practices forty percent (40%) to the Inventor, forty percent (40%) to the Science & Technology Corporation @ UNM, and twenty percent (20%) to the University to be disbursed in accordance with the University's policies.

Further, the Inventor agrees that he/she will communicate to the University any facts known to him/her respecting said Invention, will testify in any legal proceedings, will sign all lawful papers, will execute all assignment documents, will cause any and all of said patent(s) to be issued to the University, and generally will do everything necessary or desirable to aid the University, its officers, agents, employees, directors, attorneys, successors, assigns, and those in active concert and/or participating with them to obtain

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protection in regard to the invention in  
foreign countries

United States and in all

The Inventor hereby authorizes and requests the Patent Office officials to issue all patent(s), when granted, to the University for the use and enjoyment of the University, its officers, agents, employees, directors, attorneys, successors, assigns and those in active concert and/or participating with them.

The Inventor represents and agrees that no assignment, sale agreement or encumbrance has been or will be made or entered into by him/her which would conflict with this assignment.

The undersigned Inventor hereby acknowledges by his/her signature hereto that he/she has read the foregoing and understands its content and that he/she has had the opportunity to consult legal counsel of his/her choosing concerning his/her rights and obligations hereunder prior to his/her signature hereto.

Date 7-30-1999

Assignor:

Shintaro Kamei  
Shintaro Kamei

Address:

3901 Indian School Rd. NE #B11  
Albuquerque, NM 87110

STATE OF NEW MEXICO )

COUNTY OF BERNALILLO )

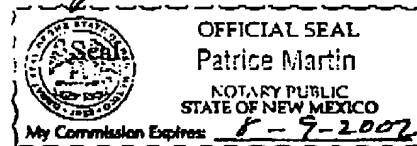
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The foregoing instrument was subscribed and acknowledged before me, this

30<sup>th</sup> day of July, 199 9 by SHINTARO KAMEI

Patrice Martin  
Notary Public

My Commission Expires:

8-9-2002

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## ASSIGNMENT

ASSIGNMENT from Keiko Kamei, whose address is set forth on the signature page hereof (the "Inventor"), to the University of New Mexico, an educational institution of the State of New Mexico, whose address is c/o Patent Administration Office, Hokona Hall, Zuni Wing, Rm. 357, Albuquerque, New Mexico 87131 (the "University").

WHEREAS, the Inventor, acting on his/her own accord and not being employed by either the University or anyone else, utilized University facilities and equipment to contribute along with University employees to the following invention for which a provisional application was filed in the United States Patent and Trademark Office at the expense of the University:

U.S. Provisional App.  
Serial No.

Date Filed

Title

RECEIVED

SEP 28 1999

(Patent Pending)  
60/143,536

July 13, 1999

*Murine Monoclonal Antibody  
Mimicking HIT Antibodies  
(Hereinafter Patent Application)*

WHEREAS, the University desires to obtain a formal assignment from the Inventor of her entire right, title, and interest in and to the Patent Application and related intellectual property rights as described below;

WHEREAS, the Inventor, beyond utilizing University facilities and equipment in contributing to the creation of the inventions described in Patent Application also desires to avail herself of the University's expertise in marketing the invention, of the University's policy of paying patent costs for those inventions believed to have sufficient market potential to warrant pursuing patent protection in the United States and in foreign countries, and of the University's policy of sharing royalties received with inventors;

NOW, THEREFORE, the Inventor does hereby sell, assign, and transfer unto the University all his/her right, title, and interest in and to: (a) the above inventions described in Patent Application, (b) any technical information, know-how, trade secret, process, procedure, composition, device, method, formula, protocol, technique, software, design, drawing or data related to the inventions described in patent application which are not covered by any subsequently filed patent application but which are necessary at any time for practicing the inventions, (c) any and all provisional applications, patents, patent applications, divisions, reissues, continuations, continuations-in-part, substitutions, renewals, and extensions issuing on Patent Application, (d) all improvements hereafter made or invented by Inventor at any time during which Inventor utilizes University facilities, equipment and/or collaborates with University employees with respect to inventions described in Patent Application (all of the foregoing, (a) and (b), being collectively referred to hereafter as "Invention"), and (e) the right to bring lawsuits for past infringement of any patents that may be issued on the Invention, in the United States and in any and all foreign countries.

The parties further acknowledge and agree that the University, or its designee, have the sole right to commercialize the Invention and that all royalties received by the University, or its designee, resulting from commercialization of the Invention, after deduction for certain expenses in accordance with the University's policies, shall be divided in accordance with the University's policies and practices forty percent (40%) to all inventors to be shared equally among them, forty percent (40%) to the Science & Technology Corporation @ UNM, and twenty percent (20%) to the University to be administered in accordance with the University's Intellectual Property Policy.

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SEP 0 1999

Further, the Inventor agrees that she will communicate the University any facts known to her respecting said invention, will testify in any legal proceedings, will sign all lawful papers, will execute all assignment documents, will cause any and all patents to be issued to the University, and generally will do everything necessary or desirable to aid the University, its officers, agents, employees, directors, attorneys, successors, assigns, and those in active concert and/or participating with them to obtain and enforce property protection in the invention in the United States and in all foreign countries.

The Inventor hereby authorizes and requests the Patent and Trademark Office officials to issue all patent(s), when granted, to the University for the use and enjoyment of the University, its officers, agents, employees, directors, attorneys, successors, assigns and those in active concert and/or participating with them.

The Inventor represents and agrees that no assignment, sale agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

The undersigned Inventor hereby acknowledges by his/her signature hereto that he/she has read the foregoing and understands its content and has had the opportunity to consult legal counsel of his/her choosing concerning his/her rights and obligations hereunder prior to his/her signature hereto.

Date: 9-1-99

Assignor: Keiko Kamei  
3901 Indian School Rd NE Apt B311  
Albuquerque, NM 87110

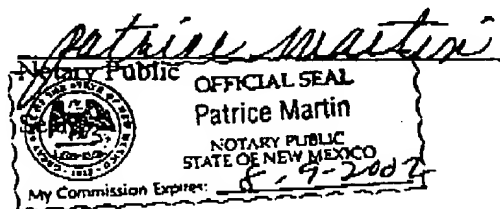
STATE OF NEW MEXICO  
COUNTY OF BERNALILLO

ss.

The foregoing instrument was subscribed and acknowledged before me, this 1st day of September, 1999 by Keiko Kamei.

My Commission Expires:

8-9-2002



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## INVENTION ASSIGNMENT TO STC

INVENTION ASSIGNMENT from the University of New Mexico, an educational institution of the State of New Mexico, whose address is c/o Patent Administration Office, Hokona Hall, Zuni Wing, Rm. 357, Albuquerque, New Mexico 87131 (the "University") to Science & Technology Corporation @ UNM, a nonprofit corporation formed by the University to commercialize technology developed at the University, whose address is 851 University Blvd. SE, Suite 200, Albuquerque, New Mexico 87106 ("STC").

WHEREAS, certain inventors (the "Inventors") while employed by the University, conceived and/or reduced to practice, and subsequently assigned to the University, one or more inventions which are described both in the disclosure described below and in other materials associated with the disclosure, including materials prepared after the date of such assignment to the University. The disclosure is identified as:

UNM Docket No.Title

MC-166

*Murine Monoclonal Antibody Mimicking HIT Antibodies*

(both the disclosure and the associated materials are collectively referred to herein as the "Invention Disclosure");

WHEREAS, one or more patent application(s) either have been or may be filed in the future in the United States Patent and Trademark Office and other patent offices covering the invention or inventions described in the Invention Disclosure (collectively, the "Patent Application(s)"). Any such patent application(s) filed as of the date hereof are described below:

Patent App.Serial No.CountryDate of FilingTitle

60/143,536

USA

7/13/99

*Murine Monoclonal Antibody Mimicking  
HIT Antibodies*

and

WHEREAS, STC, pursuant to an agreement between it and the University, has requested the University to assign its entire right, title, and interest in and to invention(s) and related technology assigned by the Inventors to the University.

NOW, THEREFORE, the University does hereby assign and transfer unto STC all its right, title, and interest in and to: (a) the invention(s) described in the Invention Disclosure and/or Patent Application(s); (b) any technical information, know-how, trade secret, process, procedure, composition, biological materials, device, method, formula, protocol, technique, software, design, tradename, trademark, copyright, copyrightable material, drawing or data which is related to the aforesaid invention(s) and/or that is included in the Invention Disclosure, whether or not covered by the Patent Application(s); (c) the Patent Application(s) including but not limited to all divisions, reissues, continuations, continuations-in-part, continuing patent applications, substitutions, renewals, extensions filed and all patent(s) issuing thereon in the United States and all foreign countries; (d) to the extent the University owns the same under its policies and practices, all improvements to the invention(s) described in the Invention Disclosure and/or Patent Application(s) hereafter made or invented by any of the Inventors while employed by the University (all of the foregoing, (a), (b), (c), and (d) being collectively referred to hereafter as the "Invention"); and (e) the right to assert claims and bring lawsuits for any violation or infringement of any of the intellectual property rights assigned hereby, including all patents issuing on the Patent Application(s).

Rev. 1/20/00 HPAO\SYS\PA\PATENTS\MCMC166\ASIGNSTC.RTF

## THE UNIVERSITY FURTHER ACKNOWLEDGES AND AGREES AS FOLLOWS:

1. For the purpose of enabling STC, its successors and assigns, to obtain, defend and enforce all United States and foreign intellectual property rights in the Invention, the University agrees to provide all reasonable and necessary assistance in requiring the Inventors to timely communicate all information, execute all documents, testify in all legal proceedings and take all such other actions necessary or desirable to accomplish such purpose.
2. The University authorizes the attorneys of record for the Patent Application(s) to insert in this Assignment where indicated above, or in an Addendum to be attached hereto, the filing date, country where filed, title and serial number of such Patent Application(s) filed hereafter as they become officially known.
3. The University authorizes and requests all domestic and foreign patent office officials to issue all patents, when granted, to STC, its successors and assigns.
4. The University represents that no assignment, sale, agreement or encumbrance has been or will be made or entered into by it which would conflict with this Assignment other than the rights, if any, granted to the research sponsor under the research agreement attached hereto as Attachment 1.5.
5. Notwithstanding this Assignment, UNM reserves the right to use the Invention for internal research, development, and educational purposes only.
6. To the extent the Invention has been developed under one or more funding agreements with the Government of the United States of America, the Government has certain rights as specified in 35 U.S.C. §§200 *et seq.*, including the right of the Government to practice the Invention, or have the Invention practiced, on its behalf. This Assignment is explicitly made subject to such Government rights.

Regents of the University of New Mexico

By: 

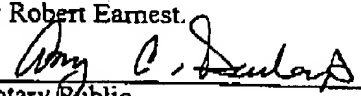
Name: Robert Earnest

Title: HSC Associate V.P. for Business and Finance

STATE OF NEW MEXICO )  
COUNTY OF BERNALILLO )

ss.

The foregoing instrument was subscribed and acknowledged before me, this

7<sup>th</sup> day of July, 2000 by Robert Earnest.  
Notary Public

My Commission Expires:

8/24/03

Seal: